

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF NEW YORK**

In re

MICHAEL J. TULCHINER aka  
MICHAEL JAY TULCHINER aka  
MICHAEL TULCHINER dba  
LAW OFFICE OF MICHAEL J.  
TULCHINER,

Debtor.

**Case No. 23-70736-AST  
Chapter 11 -- Subchapter V**

**EXHIBIT B**

# Instructions to Escrow/Title/Closing Agent

## Transaction Details

### From

LOGAN FINANCE CORPORATION  
520 CHICKASAWBA ST  
Blytheville, AR 72315  
HEZLA BUTLER, HBUTLER@LOGANFINANCE.COM

### Loan Details

LOAN #: **Redacted**  
MIN #: 1003788-2000002663-6  
Borrower Name(s): Errol P Mentore  
Loan Type: Conventional

### To

ESCROW #: FTA5729  
ATTN: MICHAEL J. TULCHINER, ESQ.  
LAW OFFICES OF MICHAEL J. TULCHINER, ESQ  
425 BROADHOLLOW ROAD, SUITE 210  
Melville, NY 11747  
PHONE: 631-847-0400  
FAX:

### To

TITLE #: FTA5729  
ATTN: MICHAEL J. TULCHINER, ESQ.  
LAW OFFICES OF MICHAEL J. TULCHINER, ESQ  
425 BROADHOLLOW ROAD, SUITE 210  
Melville, NY 11747  
PHONE: 631-847-0400  
FAX:

Last Loan Estimate Received:	Loan Amount: \$1,164,000.00	Principal and Interest: \$8,238.72
Initial Closing Disclosure Received:	Appraised Value: \$1,940,000.00	Estimated Taxes: \$344.48
Document Date: 08/26/2022	Sales Price:	Hazard Insurance: \$318.75
Closing Date: 08/26/2022	Interest Rate %: 7.625 %	Flood Insurance:
Signing Date: 08/26/2022	Loan Term: 30 years	Mortgage Insurance:
Disbursement/Settlement Date: 08/26/2022	Loan Purpose: Cash-Out Refinance	City Property Tax:
Rescission Date:	Occupancy: NON-OWNER	
Consummation Date: 08/26/2022	Lien Position: FirstLien	
Interest Rate Expiration Date: 09/09/2022	First Payment Date: 10/01/2022	
	Maturity Date: 09/01/2052	Total: \$8,901.95

## Property

Property details should read as follows:

278 Halsey Street  
Brooklyn, NY 11216

## Vesting

The vesting details should read as follows:

ERROL P MENTORE, AN UNMARRIED MAN

## Questions

All questions concerning these instructions, conditions and funding procedures should be...

Directed to: HEZLA BUTLER

At: Logan Finance Corporation

Phone:

Fax:

E-MAIL: HBUTLER@LOGANFINANCE.COM

ALL DOCUMENTS MUST BE IN OUR OFFICE 48 HOURS AFTER SIGNING OF LOAN DOCUMENTS.

This Loan MUST CLOSE BY 08/26/2022.

Failure to comply with these instructions may delay funding.

In the event this loan does not close on the date indicated in these closing instructions; or, if the loan documentation does not conform to the information stated herein, DO NOT CLOSE THE LOAN WITHOUT NOTIFYING THE CREDITOR.



**Title Policy**

A(n) **ALTA** Policy with Endorsement(s) should be issued within 30 days of closing.

Final title policy when issued must reflect the following:

1. Creditor's Title Policy is to be in the amount of \$1,164,000.00.
2. Secondary financing in the amount of **N/A** has been approved.
3. **ALTA** Policy must contain endorsements : 8.1, 9-06,22
4. Title is to be clear and is to show no special assessments pending or of record. All special assessments must be paid prior to closing, unless otherwise authorized by us.
5. Any and all encroachments must be insured over.
6. Issue said form of Policy free from encumbrances except items of preliminary Title Report dated 06/30/2022.
7. The vesting should read as referenced above.
8. Lien Position: ☒ We must be in First Lien Position. ☐ We must be in Second Lien Position.

9. Final Title Policy and Recorded Documents to be sent to:

Logan Finance Corporation  
1393 Veterans Memorial Hwy, Suite 308 N  
Hauppauge, NY 11788  
Attn: Post Closing Department

**Hazard Insurance**

The Creditor must have satisfactory evidence of hazard/fire insurance. Do not disburse without evidence of Hazard Insurance. The loss payable clause must be:

Logan Finance Corporation, a Corporation, Its Successors And/Or Assigns, A.T.I.M.A.  
520 Chickasawba St.  
Blytheville, AR 72315  
LOAN NO.: **Redacted**

Hazard Insurance coverage must be equal to the lesser of the loan amount or the full replacement value of the property improvements, and must extend for either a term of at least Twelve (12) Month(s) after the closing date for purchase transactions or Six (6) Month(s) after the closing date for refinance transactions.

☐ California Civil Code 2955.5(a) provides: No creditor shall require a borrower, as a condition of receiving or maintaining a loan secured by real property, to provide hazard insurance coverage against risks to the improvements on that real property in an amount exceeding the replacement value of the improvements on the property.

**Flood Insurance**

The Creditor will obtain a flood certification, and if the property is located in a flood hazard area will specify the need, if any, for flood insurance. The loss payable clause for flood insurance is the same as hazard/fire insurance.

☒ Flood Insurance is not required.

☐ Flood Insurance is required.

**Taxes and Assessments**

All taxes and assessments, including special assessments, due are to be paid at the time of settlement and a receipt provided. Where taxes and assessments are shown on the Title Policy as an exception, the Title Policy must indicate "not yet due and payable." Additional instructions: ALL TAXES AND INSURANCE DUE WITHIN 60 DAYS MUST BE PAID AT CLOSING

**Right to Cancel**

On all refinance loans, second lien loans, and/or any transaction subject to rescission, the Notice of Right to Cancel must be given at closing. The Notice of Right To Cancel must be properly completed, including all dates. **EACH** Borrower, obligor and/or person holding an ownership interest in the property must be given **two (2)** copies. The signed originals acknowledging receipt of the completed Right To Cancel by each Borrower, obligor, and/or person given copies of the Notices must be returned with the closing package. Should the transaction be rescinded by any of the obligors, immediately notify our office. RIGHT OF RESCISSION MAY NOT BE WAIVED WITHOUT OUR PRIOR WRITTEN CONSENT.



**Signatures** **BORROWER(S) MUST SIGN ALL DOCUMENTS EXACTLY AS HIS OR HER NAME APPEARS ON THE BLANK LINE PROVIDED FOR HIS OR HER SIGNATURE(S).** Where a witness is required, you must have the document witnessed. If an acknowledgment is provided, a person authorized to take acknowledgments in the state of closing must execute the acknowledgment. The acknowledgment date must be no earlier than the date of the document being acknowledged.

**Corrections** Any correction to loan documents must be approved in writing by us in advance. **NO WHITE-OUT PERMITTED.** Approved deletion should be made by marking a single line through the language being deleted. All additions and deletions must be initialed by all borrowers.

**Closing Disclosure** The Borrower(s) and Seller(s) Closing Disclosures must clearly indicate the recipient of each item shown on the disclosures. Both Borrower(s) and Seller(s) must sign the Closing Disclosure if signature lines appear on the document or any addendum to the document. The Final Closing Disclosure must be received by each consumer no later than 3 specific Business Days before consummation and must reflect all receipts and disbursements in these closing instructions. However, If Closing Disclosure becomes inaccurate before consummation, creditor shall provide Corrected Closing Disclosure reflecting any changed terms to consumer so consumer receives Corrected Closing Disclosure at or before consummation.

The Closing Disclosure is prepared by the Creditor. The Closing Agent is not allowed to make updates to the Closing Disclosure. If any changes to fees occur, the loan documents may need to be re-drawn and re-signed.

**Power of Attorney** Prior written approval must be obtained from the Creditor when closing a loan by Power of Attorney. If granted, the Power of Attorney must be specific to the loan transaction and must specifically show the complete property address (street number and name, city, state, county and zip code, or complete legal). It must be recorded prior to the security document in the same county in which the Security Instrument is recorded and the Creditor must receive a copy of the recorded Power of Attorney as a trailing document. If seller is closing a loan by Power of Attorney, a certified copy of the signed Power of Attorney must be returned in our package.

**FHA or VA** No fees or charges may be paid by Borrower(s) except as permitted by FHA or VA.

**Occupancy** This loan is approved as an:

☐ Owner-occupant

☒ Non-owner occupant loan

☐ Second Home.

Do not close if circumstances of Borrower(s) are different.

**Executed Closing Documents to be delivered to:**  
 Logan Finance Corporation  
 1393 Veterans Memorial Hwy  
 Suite 308 N  
 Hauppauge, NY 11788



**Additional  
Items**

Please furnish the following:

Closing \*\*\*IMPORTANT\*\*\* ALL DOCS ARE DATE SENSITIVE: All documents are date sensitive. If the date of consummation changes, the closer must be notified and a new document package will be required. This applies in all states, except Arizona.

Closing - PTF Conditions: Allow 48 hours for funding after docs have been received. Reviewed and all PTF conditions have been signed off.

Closing - Document Expiration: Approval expiration based on expiration dates; credit report expires: 11/23/2022; Income: \_\_\_\_\_; Assets: 9/27/2022; Appraisal: 11/12/2022; Title: 9/28/2022

Closing - General Closing Instructions: Copy of fully executed MASTER SPECIAL CLOSING INSTRUCTIONS signed by closing agent for all WET fundings. (Not applicable for CALIFORNIA loans.)

Closing - Docs to be signed: Docs to be signed at closing:

Closing - Signed Final Application Form 1003: Final 1003 signed and dated by mortgage originator and borrower(s)

Closing - Yield Spread: Loan is priced \_\_\_\_\_ Par. Loan is priced at \_\_\_\_\_. Lender \_\_\_\_\_: \_\_\_\_ bps / \_\_\_\_ Pts - \$ \_\_\_\_\_

Closing - FINAL PITI(A): Max PITI \$8,901.95, if final PITI(A) exceeds this amount file to be returned to underwriter for review.

Closing - Debts To Be Paid: Paying off the following debts at closing: PHH MORTGAGE - \$413,237.00. Settlement statement to reflect payoff and a copy to be included in closing package.

Closing - Funding Docs: Please e-mail copy of executed loan documents to Funder listed, in order to receive funding authorization.

Closing - Business Purpose Affidavit: Required on all Business Purpose loans

Closing - Subordinate Financing Not Permitted: Subordinate financing is not permitted. Lien to be released/closed.

Closing - Closing Agent to Provide: The closing attorney/title company must collect the required documents to clear all B II exceptions and provide a clear final title policy. No Liens or judgements can reflect on the final title policy.

Closing - Disbursement: Title to disburse lender funds within 24 hours. If unable to do so, wire must be returned to lender.

Closing - Note Date: Title to ensure borrower does not sign prior to the note date. If signing date changes, title to notify closer immediately to re-draw docs.

Closing - Title Vesting: Title vesting to be: ERROL P MENTORE \*If closing in LLC or Trust name loan file must include LLC or Trust documents along with approval from legal.

Closing - AKA Affidavit: To be completed for all borrowers, non-obligated spouses, and/or non-obligated co-owners

Closing - Title Vested in Trust/LLC: Vesting to read: ERROL P MENTORE

In the event this loan does not close on the date indicated in these instructions, or if the loan documentation does not conform to the information stated herein, please do not close the loan without notifying the office of the Creditor. You shall be deemed to have accepted and to be bound by these closing instructions if you fail to notify us to the contrary within 24 hours of your receipt hereof, or if you disburse any funds to or for the account of the Borrower(s).

I hereby acknowledge receipt of these special instructions and agree to be bound by the terms contained herein.

\_\_\_\_\_  
Settlement Officer

\_\_\_\_\_  
Date



# Loan Disbursement Instructions

Lender: **Logan Finance Corporation, a Corporation**Date: **08/26/2022**Loan #: **Redacted**Borrower Name(s): **Errol P Mentore**MIN #: **1003788-2000002663-6**Loan Amount: **\$1,164,000.00**Property Address: **278 Halsey Street  
Brooklyn, NY 11216**

## PAYMENT CATEGORIES:

- **Financed** = The portion of the fee financed as part of the loan amount. This amount is paid through the proceeds of the loan;
- **PTC** = (Paid through Closing) The portion of the fee paid from the borrower's own funds as part of the closing process paid by cash or check;
- **PAC** = (Paid at Closing) The portion of the fee paid at closing by the borrower, seller, broker, lender other;
- **POC** = (Paid outside Closing) The portion of the fee paid before loan is closed.

## CALCULATION METHODOLOGY:

- **Borrower** (Financed + PTC + PAC) + POC = **Total Borrower Amount Paid**
- **Seller/Broker/Lender/Other** PAC + POC = **Total Amount Paid by Seller/Broker/Lender/Other**
- **Total Amount** = The total summation of Borrower, Seller, Broker, Lender and Other paid costs

(\*) = Impacts APR

## PLEASE COLLECT/DISBURSE THE FOLLOWING:

Origination Charges					Total Amount
Administration Fee	Paid To: Logan Finance Corporation				\$1,295.00
	Financed	PTC	PAC	POC	
	Borrower	*\$1,295.00	*\$1,295.00		
Broker Fee	Paid To: Mtg Maven LLC				\$11,640.00
	Financed	PTC	PAC	POC	
	Borrower	*\$11,640.00	*\$11,640.00		
Services - Borrower Did Not Shop					Total Amount
Appraisal Fee	Paid To: NADLAN VALUATION INC				\$850.00
	Financed	PTC	PAC	POC	
	Borrower			\$850.00	
Credit Report	Paid To: Mtg Maven LLC				\$35.00
	Financed	PTC	PAC	POC	
	Borrower	\$35.00	\$35.00		
Services - Borrower Did Shop					Total Amount
Title - Courier Fee	Paid To: ADAR LAND AND TREE ABSTRACT				\$40.00
	Financed	PTC	PAC	POC	
	Borrower	*\$40.00	*\$40.00		
Title - e-Recording Fee	Paid To: ADAR LAND AND TREE ABSTRACT				\$75.00
	Financed	PTC	PAC	POC	
	Borrower	*\$75.00	*\$75.00		
Title - Escrow Fee	Paid To: ADAR LAND AND TREE ABSTRACT				\$150.00
	Financed	PTC	PAC	POC	
	Borrower	*\$150.00	*\$150.00		
Title - Lender's Title Insurance	Paid To: ADAR LAND AND TREE ABSTRACT				\$4,051.00
	Financed	PTC	PAC	POC	
	Borrower	\$4,051.00	\$4,051.00		
Title - Notary Fee	Paid To: LAW OFFICES OF MICHAEL J. TULCHINER				\$250.00
	Financed	PTC	PAC	POC	
	Borrower	*\$250.00	*\$250.00		
Title - Settlement Fee	Paid To: LAW OFFICES OF MICHAEL J. TULCHINER				\$1,500.00
	Financed	PTC	PAC	POC	
	Borrower	*\$1,500.00	*\$1,500.00		
Title - Title Endorsement Fee	Paid To: ADAR LAND AND TREE ABSTRACT				\$150.00
	Financed	PTC	PAC	POC	
	Borrower	\$150.00	\$150.00		
Title - Title Examination	Paid To: ADAR LAND AND TREE ABSTRACT				\$644.54
	Financed	PTC	PAC	POC	
	Borrower	\$644.54	\$644.54		
Title - Wire Transfer Fee	Paid To: LAW OFFICES OF MICHAEL J. TULCHINER				\$50.00
	Financed	PTC	PAC	POC	
	Borrower	*\$50.00	*\$50.00		
Recording Fees, Transfer Taxes and Other Government Fees					Total Amount
Filing Fees	Paid To: ADAR LAND AND TREE ABSTRACT				\$2,910.00
	Financed	PTC	PAC	POC	
	Lender		\$2,910.00		
Recording Fees (Deed \$0.00; Mortgage \$215.00; Releases \$0.00)					\$215.00
	Financed	PTC	PAC	POC	
	Borrower	\$215.00	*\$215.00		
State Tax/Stamp (Deed \$0.00; Mortgage \$22,407.00)					\$22,407.00
	Financed	PTC	PAC	POC	
	Borrower	\$22,407.00	\$22,407.00		

LOAN #: **Redacted**

Prepaid Items Required to be Paid in Advance					Total Amount
Homeowner's Insurance Premium (12 mo. @ \$318.75)	Paid To: Safeside Insurance Brokerage Inc				\$3,825.00
	Financed	PTC	PAC	POC	
Borrower		\$3,825.00	\$3,825.00		
Prepaid Interest ( \$243.16 per day from 8/26/22 to 9/1/22 )					\$1,458.96
	Financed	PTC	PAC	POC	
Borrower		* \$1,458.96	* \$1,458.96		
Property Taxes (3 mo. @ \$344.48)	Paid To: County of Kings				\$1,033.44
	Financed	PTC	PAC	POC	
Borrower		\$1,033.44	\$1,033.44		
Initial Escrow Payment (Provided at Closing)					Total Amount
Homeowner's Insurance (3 mo. @ \$318.75)					\$956.25
	Financed	PTC	PAC	POC	
Borrower		\$956.25	\$956.25		
Property Taxes (2 mo. @ \$344.48)					\$688.96
	Financed	PTC	PAC	POC	
Borrower		\$688.96	\$688.96		
Aggregate Adjustment					(\$688.96)
		PTC	PAC		
Borrower		(\$688.96)	(\$688.96)		
Payoffs and Payments					
To	Account Number	Account Type		Amount	
PHH MORTGAGE SERVICES	Redacted	MortgageLoan		\$413,237.00	
OPEN WATER CHARGES TO THE CITY OF NEW YORK				\$7,573.76	
HPD PROPERTY REGISTRATION FEE TO CITY OF NEW YORK				\$13.00	
ECB VIOLATIONS TO BE PAID TO THE CITY OF NEW YORK				\$14,250.00	
Total Payoffs and Payments				\$435,073.76	
Wire Breakdown					
Loan Amount				\$1,164,000.00	
Over Wire Amount					
Total Deductions				-\$19,569.79	
Lender Credits					
Wire Transfer Amount				\$1,186,479.79	

**Costs and Credits Itemized By Paying/Crediting Party**

<b>Total Borrower-Paid Fees</b>		<b>\$50,626.19</b>
<b>CD Section</b>	<b>Fee Description</b>	<b>Total Amount</b>
A.02	Administration Fee	* \$1,295.00
G.08	Aggregate Adjustment	(\$688.96)
B.01	Appraisal Fee	\$850.00
A.03	Broker Fee	* \$11,640.00
B.02	Credit Report	\$35.00
G.01	Homeowner's Insurance (3 mo. @ \$318.75)	\$956.25
F.01	Homeowner's Insurance Premium (12 mo. @ \$318.75)	\$3,825.00
F.03	Prepaid Interest (\$243.16 per day from 8/26/22 to 9/1/22 )	* \$1,458.96
G.03	Property Taxes (2 mo. @ \$344.48)	\$688.96
F.04	Property Taxes (3 mo. @ \$344.48)	\$1,033.44
E.01	Recording Fees (Deed \$0.00;Mortgage \$215.00;Releases \$0.00)	* \$215.00
E.03	State Tax/Stamps (Deed \$0.00;Mortgage \$22,407.00)	\$22,407.00
C.01	Title - Courier Fee	* \$40.00
C.02	Title - e-Recording Fee	* \$75.00
C.03	Title - Escrow Fee	* \$150.00
C.04	Title - Lender's Title Insurance	\$4,051.00
C.05	Title - Notary Fee	* \$250.00
C.06	Title - Settlement Fee	* \$1,500.00
C.07	Title - Title Endorsement Fee	\$150.00
C.08	Title - Title Examination	\$644.54
C.09	Title - Wire Transfer Fee	* \$50.00

<b>Total Lender Paid</b>		<b>\$2,910.00</b>
<b>CD Section</b>	<b>Fee Description</b>	<b>Total Amount</b>
E.02	Filing Fees	\$2,910.00